

## STATE OF SOUTH CAROLINA

## (Caption of Case)

IN RE: Application of Swiftel, LLC for a Certificate of Public Convenience and Necessity to Provide Local Exchange Telecommunications Services and for Local Service Offerings to be Regulated in Accordance with Procedures Authorized for NewSouth Communications in Order No. 98-165 in Docket No. 97-467-C

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## COVER SHEET

## DOCKET

NUMBER: 2008 - 428 C

(Please type or print)

Submitted by: Scott Elliott, Esq.

SC Bar Number: 1872

Address: 721 Olive Street  
Columbia, SC 29205

Telephone: (803) 771-0555

Fax: (803) 771-8010

Other:

Email: selliot@elliottlaw.us

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

## DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigator
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

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NOV 18 2008

PSO SC  
DOCKETING DEPT.

COPY

Posted: led

Dept: S.A.

Date: 11/19/08

Time: 9:45  
SCOTT ELLIOTT

ELLIOTT & ELLIOTT, P.A.

ATTORNEYS AT LAW  
721 OLIVE STREET  
COLUMBIA, SOUTH CAROLINA 29205  
[elliott@elliottlaw.us](mailto:elliott@elliottlaw.us)

196111  
ORIGINAL

2008-428-C *jm*

TELEPHONE (803) 771-0555  
FACSIMILE (803) 771-8010

November 18, 2008

RECEIVED

VIA HAND DELIVERY

Charles L. A. Terreni, Esquire  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
101 Executive Center Drive  
Columbia, SC 29210

NOV 18 2008

PSC SC  
DOCKETING DEPT.

SC PUBLIC SERVICE  
COMMISSION

2008 NOV 18 AM 11:51

RECEIVED

RE: Application of Swiftel, LLC for a Certificate of Public Convenience and Necessity to Provide Local Exchange Telecommunications Services and for Local Service Offerings to be Regulated in Accordance with Procedures Authorized for NewSouth Communications in Order No. 98-165 in Docket No. 97-467-C  
Docket No.:

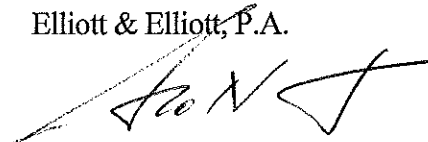
Dear Mr. Terreni:

Enclosed please find for filing an original and fifteen (15) copies of the Application of Swfitel, LLC for a Certificate of Public Convenience and Necessity. By copy of this letter, I am serving the Office of Regulatory Staff.

I have enclosed an extra copy of this application which I would ask you to date stamp and return to me via my courier. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/jcl

Enclosures

cc: C. Dukes Scott, Esquire w/enc.  
Lance J.M. Steinhart, Esquire

**STATE OF SOUTH CAROLINA  
BEFORE THE SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

**In re:**

**Application of  
SWIFTEL, LLC**

**For a Certificate of Public  
Convenience and Necessity to  
Provide Local Exchange  
Telecommunications Services and  
for local service offerings to be regulated  
in accordance with procedures authorized  
for NewSouth Communications in Order  
No. 98-165 in docket No. 97-467-C**

**DOCKET NO. 2008-428-C**

**APPLICATION OF SWIFTEL, LLC**

**FOR AUTHORITY TO PROVIDE RESOLD AND FACILITIES-BASED/UNE**

**LOCAL EXCHANGE**

Swiftel, LLC ("Swiftel" or "Applicant"), pursuant to S.C. Code Ann. § 56-9-280(B)<sup>1</sup> and Section 253 of the Telecommunications Act of 1996<sup>2</sup>, respectfully submits this Application for Authority to Provide Resold and Facilities-Based/UNE Local Exchange Service ("Application") in the State of South Carolina and for local service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C.

<sup>1</sup>As amended by Act No. 354, signed by the Governor on June 6, 1996.

<sup>2</sup>Telecommunications Act of 1996, 47 U.S.C. § 253 (1996).

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2008 NOV 18 AM 11:51  
SC PUBLIC SERVICE  
COMMISSION

Applicant intends to provide local exchange service to customers located in non-rural local exchange carriers' service areas of South Carolina. Should its Application be granted, Swiftel plans to commence offering service immediately upon the establishment of the appropriate and necessary resale arrangements with the incumbent Local Exchange Carriers ("LECs"). Applicant will be negotiating an interconnection/resale agreement with BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") to provide local service.

Approval of this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange service will improve.

In support of its Application, Swiftel states as follows:

**I. Introduction**

1. The name and address of the Applicant are:  
SWIFTEL, LLC  
811 West Garden Street  
Pensacola, Florida 32501
2. All correspondence, notices, inquiries and other communications regarding this Application should be directed to:  

Lance J.M. Steinhart Lance J.M. Steinhart, PC 1720 Windward Concourse, Ste. 115 Elliott & Elliott, P.A. Alpharetta, Georgia 30005 Telephone: 770/232-9200 Facsimile: 770/232-9208 Email: lsteinhart@telecomcounsel.com	Local Counsel: Scott Elliott, Esq. 721 Olive Street Columbia, SC 29205 Telephone: 803/771-0555 Facsimile: 803/771-8010
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3. In support of this Application, the following exhibits are attached hereto:
  - a. Exhibit A - Swiftel's Articles of Organization filed with the Secretary of State for the State of Florida;

- b. Exhibit B - Swiftel's Certificate of Authority to Operate in South Carolina as a Foreign Corporation;
- c. Exhibit C - Swiftel's Balance Sheet as of May 28, 2008 and Profit and Loss Statement from January through March 2008.
- d. Exhibit D - Biographies of selected Swiftel management;
- e. Exhibit E - Proposed Tariff

## **II. Description of the Applicant**

### **1. General Information**

Applicant is a Florida Limited Liability Company, which was formed on August 18, 2006.

The company is headquartered at 811 West Garden Street, Pensacola, Florida 32501.

### **2. Customer Service**

Swiftel's customer service representatives are available to assist its customers and will promptly respond to all customer inquiries. Customers may call (866) 744-0946 or a local number. The applicable toll free or local numbers will be printed on customers' monthly billing statements. Alternately, customers wishing to communicate with a Swiftel customer service representative in writing may send written correspondence to Swiftel at:

Swiftel, LLC  
ATTN: Customer Service  
811 West Garden Street  
Pensacola, Florida 32501

Swiftel's customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: (1) the types of services offered by Swiftel and the rates associated with such services; (2) monthly billing statements; (3) problems or concerns pertaining to a customer's current service; and (4) general service matters.

**III. Swiftel Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange Service**

Swiftel possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

**1. Financial Qualifications**

Swiftel is financially able to provide the services proposed in its tariff as evidenced by its Balance Sheet as of May 28, 2008 and Profit and Loss Statement from January through March 2008.

**2. Managerial Qualifications**

Swiftel's senior management team is highly skilled, having acquired considerable experience in the telecommunications industry. Using this extensive expertise, Swiftel's management team has developed innovative marketing strategies. In conjunction with effective financial and operational measures, these marketing strategies will enable the company to provide quality service at competitive rates, while resulting in profitable operations for the Applicant. Swiftel has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

### **3. Technical Qualifications**

Applicant's key management personnel have significant business and telecommunications experience. Applicant will also rely upon the technical expertise and telecommunications experience of its underlying carriers. Swiftel is currently authorized to provide local exchange services in Alabama, Florida, Kentucky, Montana, North Carolina, Oregon, Tennessee and Washington. Applicant has not been denied authority for any of the services for which it seeks authority in this Application.

Swiftel will initially resell local services, and provide local service through the use of unbundled network elements utilizing the facilities of the existing LECs or other facilities-based carriers that presently serve South Carolina.

Applicant seeks authority to resell and provide through its own facilities local exchange services throughout the State primarily in the areas served by AT&T. Applicant's local calling areas initially will coincide with the incumbent local exchange carrier's local calling areas. Although it has no current plans to install facilities in the State of South Carolina. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Carolina. Customers will be billed by Applicant. Applicant is committed to providing access to a local operator, directory assistance, 911 services, and dual relay services. Applicant is also willing to accept its obligations to collect 911 and dual relay service surcharges from its local exchange customers, and to remit those funds to the appropriate authorities.

As the foregoing illustrates, Swiftel possesses considerable telecommunications expertise. Swiftel asserts that it is technically qualified to provide local exchange telecommunications services in South Carolina.



#### **IV. Approval of Swiftel's Application is in the Public Interest**

Granting Swiftel's Application is consistent with S.C. Code Ann. § 58-9-280(B), as amended by 1996 Act No. 354, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- e. The provision of local services by Applicant will not adversely impact the public interest.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service.

Those providers that offer consumers the most cost effective products will gain market share. In contrast, providers whose products do not meet the needs of consumers will lose market share and, ultimately, be eliminated from the industry.

Additionally, Swiftel's entry into the local exchange markets will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve a large majority of the local exchange customers in South Carolina. The major advantages of incumbency (i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins. Finally, it is important to recognize that in a competitive market, incumbent LECs will derive revenues from both resellers of their local exchange services as well as facilities based competitive local exchange providers.

Currently, South Carolina consumers have a limited choice with regard to the provision of local exchange telecommunications service. A competitive local service market comprised of incumbents and competitive providers such as Swiftel will offer consumers a competitive option and, therefore, will better satisfy the needs of various market segments. In this regard, approval of this Application is clearly in the public interest.

**V. Description of Services Offered and Service Territory**

Swiftel may offer a full array of services to residential customers, including the following:

**Local Exchange:**

- A. Local Exchange Services that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial tone and custom calling features.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity services.

Applicant submits contemporaneously with this application its proposed tariff for local exchange service (Exhibit E), which contains a description of services to be provided, all rules and regulations applicable to such services, and proposed rates for such services.

## **VI. Waivers and Regulatory Compliance**

Swiftel requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as Swiftel. Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

### **1. Financial Record-Keeping System**

a. Swiftel respectfully requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.

b. As a competitive carrier, Swiftel maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC, nor the Commission, has required Swiftel to maintain its records under the USOA for purposes of Swiftel's intrastate operations. Thus, Swiftel does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Swiftel's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its South Carolina local service operations would place an extreme burden on Swiftel.

c. Moreover, Swiftel asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate Swiftel's operations. Therefore, Swiftel hereby respectfully requests to be exempt from the any USOA requirements of the Commission.

d. In addition, the Company hereby respectfully requests a waiver of 26 S.C. Code & Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, but rather, the Company desires to keep its books and records at its principal place of business.

## **2. Local Exchange Directories**

Applicant respectfully requests a waiver of the requirement in Rule 103-631 to publish and distribute local exchange directories. Swiftel will make arrangements with the incumbent LECs whereby the names of Swiftel's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Swiftel's customer service number. These directories will be distributed to Swiftel's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Swiftel and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Swiftel to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Swiftel to simply include its limited customer list in the existing directories of the incumbent LECs.

## **3. Flexible Regulation of Local Services**

Applicant respectfully requests that its local service offerings be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C.

## **4. Marketing Practices**

Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation relating to the Applicant's provision of services:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications service, Carrier will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

## **5. Maps**

Applicant's local exchange calling areas will initially mirror the service areas of the incumbent local exchange carriers; therefore, Applicant hereby respectfully requests a waiver of the map-filing requirement pursuant to 26 S.C. Code & Ann. Regs. 103-612.2.3 and of 26 S.C. Code Ann. Regs. 103-631 requiring publication of directories.

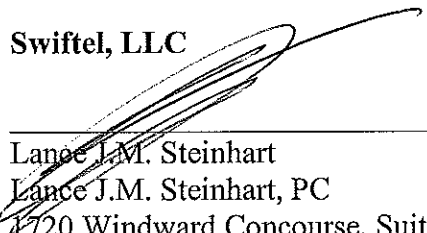
## **VII. Conclusion**

This Application demonstrates that SWIFTEL, LLC possesses the technical, financial and managerial resources to provide resold and facilities-based/UNE local exchange service in the State of South Carolina. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the South Carolina telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange service will improve. As stated above, Applicant does not intend to provide local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, until Applicant provides such LECs notice of intent at least 30 days prior to the date of the intended service.

Wherefore, SWIFTEL, LLC, respectfully petitions this Commission for authority to operate as a reseller and facilities-based/UNE provider of local exchange telecommunications services in the State of South Carolina and for local service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in docket No. 97-467-C, in accordance with this Application and for such other relief as it deems necessary and appropriate.

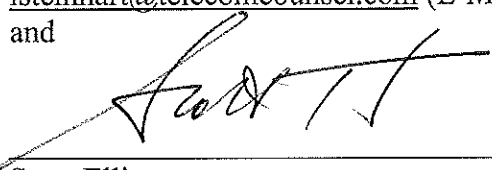
Respectfully submitted,

**Swiftel, LLC**



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Lance J.M. Steinhart  
Lance J.M. Steinhart, PC  
4720 Windward Concourse, Suite 115  
Alpharetta, Georgia 30005  
(770) 232-9200 (Phone)  
(770) 232-9208 (Fax)  
[lsteinhart@telecomcounsel.com](mailto:lsteinhart@telecomcounsel.com) (E-Mail)  
and



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Scott Elliott  
721 Olive Street  
Columbia, SC 29205  
(803) 771-0555

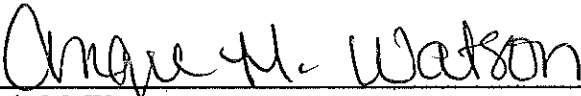
November 3, 2008

*Attorneys for Applicant*



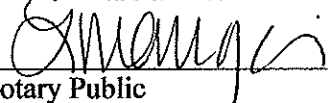
**VERIFICATION OF APPLICANT**

I, Angie M. Watson, President to Swiftel, LLC, a Florida Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

  
\_\_\_\_\_  
Angie M. Watson  
President  
Swiftel, LLC

Sworn to me, the undersigned  
Notary Public on this  
22 day of April, 2008.

State of Florida  
County of Escambia

  
\_\_\_\_\_  
Notary Public



ORIGINAL

## CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

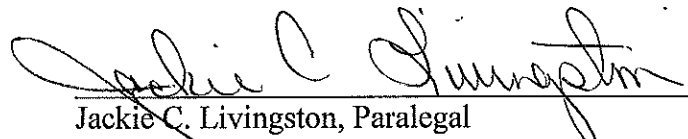
RE: Application of Swiftel, LLC, for a Certificate of Public Convenience and Necessity to Provide Local Exchange Telecommunications Services and for local service offerings to be regulated in accordance with procedures authorized for NewSouth Communications in Order No. 98-165 in Docket No. 97-467-C

DOCKET NO.: 2008- -C

PARTIES SERVED: C. Dukes Scott, Esquire  
Office of Regulatory Staff  
PO Box 11263  
Columbia, SC 29211

PLEADING: APPLICATION

November 18, 2008

  
Jackie C. Livingston, Paralegal

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2008 NOV 18 AM 11:51  
SC PUBLIC SERVICE  
COMMISSION

**EXHIBIT "A"**  
**ARTICLES OF ORGANIZATION**

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L06000082007  
FILED 8:00 AM  
August 18, 2006  
Sec. Of State  
gmcleod

**Article I**

The name of the Limited Liability Company is:  
SWIFTEL, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
385 EAST DRIVE  
WEST MELBOURNE, FL. 32904

The mailing address of the Limited Liability Company is:  
385 EAST DRIVE  
WEST MELBOURNE, FL. 32904

**Article III**

The purpose for which this Limited Liability Company is organized is:  
ANY AND ALL LAWFUL BUSINESS.

**Article IV**

The name and Florida street address of the registered agent is:  
THOMAS BIDDIX  
385 EAST DRIVE  
WEST MELBOURNE, FL. 32904

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: THOMAS BIDDIX

### **Article V**

The name and address of managing members/managers are:

Title: MGR  
THOMAS BIDDIX  
385 EAST DRIVE  
WEST MELBOURNE, FL. 32904

L06000082007  
FILED 8:00 AM  
August 18, 2006  
Sec. Of State  
gmcleod

### **Article VI**

The effective date for this Limited Liability Company shall be:

08/15/2006

Signature of member or an authorized representative of a member

Signature: ANGIE FRANCO

**EXHIBIT "B"**  
**FOREIGN CORPORATION QUALIFICATION**

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

SWIFTEL, LLC, A Limited Liability Company duly organized under the laws of the State of FLORIDA, and issued a certificate of authority to transact business in South Carolina on May 29th, 2008, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
30th day of May, 2008.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

**EXHIBIT "C"**  
**FINANCIAL INFORMATION**



2:32 PM  
05/28/08  
Accrual Basis

**Swiftel**  
**Balance Sheet**  
**As of May 28, 2008**

	May 28, 08
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Bank of America	3,919.52
Bank of America NEW	3,505.53
Total Checking/Savings	7,425.05
Accounts Receivable	
Accounts Receivable	437.38
Total Accounts Receivable	437.38
Other Current Assets	
Employee Advances	140.50
Total Other Current Assets	140.50
Total Current Assets	8,002.93
Other Assets	
Telecom deposits	12,088.02
Total Other Assets	12,088.02
<b>TOTAL ASSETS</b>	<b>20,090.95</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	
AT&T - Bellsouth	
Alabama	
205 Q	-26,657.08
Total Alabama	-26,657.08
Florida	
305 Q	-508.33
561 Q	28.59
904Q	30,744.43
Total Florida	30,264.69
AT&T - Bellsouth - Other	-81.26
Total AT&T - Bellsouth	3,526.35
Accounts Payable - Other	402.83
Total Accounts Payable	3,929.18
Total Accounts Payable	3,929.18
Other Current Liabilities	
Payroll Liabilities	3,385.51
Total Other Current Liabilities	3,385.51
Total Current Liabilities	7,314.69
Long Term Liabilities	
Angie Watson Contribution	-3,632.16
Lenny Solt Contribution	92,974.98
Total Long Term Liabilities	89,342.82
<b>Total Liabilities</b>	<b>96,657.51</b>

2:32 PM

05/28/08

Accrual Basis

**Swiftel**  
**Balance Sheet**  
**As of May 28, 2008**

	May 28, 08
Equity	
Opening Bal Equity	0.30
Retained Earnings	-150,967.78
Net Income	74,400.92
Total Equity	-76,566.56
TOTAL LIABILITIES & EQUITY	20,090.95

5:21 PM  
04/10/08  
Accrual Basis

**Swiftel**  
**Profit & Loss**  
January through March 2008

	Jan - Mar 08
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
ATT Carrier Paybacks	
PMAPS 205Q	5,564.33
PMAPS 904Q	9,000.00
Total ATT Carrier Paybacks	14,564.33
Bank of America Deposit correct	72.89
Phone Service Sales/monthly	
Credit Card Funds	24,435.55
Moneygram Funds	12,502.74
MoneyOrder Funds	30,212.53
Phone Service Sales/monthly - Other	58.00
Total Phone Service Sales/monthly	67,208.82
Reimbursed Expenses	302.00
Total Income	82,148.04
<b>Expense</b>	
Advertising - Employees	419.00
Agent Commissions	1,960.00
bank charges	821.69
Bank Service Charges	496.34
Insurance	224.82
Interest Expense	
Loan Interest	509.02
Total Interest Expense	509.02
Marketing	
Advertising BST- FL	3,067.00
Marketing - Other	2,755.26
Total Marketing	5,822.26
Miscellaneous	
Angle	407.00
Cash	100.00
Miscellaneous - Other	29.95
Total Miscellaneous	536.95
Office Equipment	32.61
Office Supplies	4,682.16
Paymet Processor	719.27
Payroll Expenses	20,237.33
Postage and Delivery	1,387.34
Professional Fees	
CGM	5,000.00
Legal Fees	2,322.75
Office support	13,510.00
Overgroup Software	6,190.50
Total Professional Fees	27,023.25
Public Utility Commission	100.00
Rent	3,419.32
Repairs	
Building Repairs	95.00
Computer Repairs	2,702.20
Janitorial Exp	325.00
Total Repairs	3,122.20
Software and Programming	36.90
Storage Unit	467.63
Suppliers	
BST	
BST 205	15,554.35
BST 561	92.16
BST 904	-64,795.02

5:21 PM  
04/10/08  
Accrual Basis

**Swiftel**  
**Profit & Loss**  
**January through March 2008**

	Jan - Mar 08
Total BST	-49,148.51
Verizon	-69.52
Total Suppliers	-49,218.03
Telephone	
Cellular	1,600.50
Equipment	222.52
Local / Long Distance Carrier	4,820.02
Telephone - Other	3,016.13
Total Telephone	9,658.17
Travel & Ent	
Gasoline	364.98
Meals	118.82
Tolls	17.25
Travel	
Car rental	21.99
Travel - Other	1,216.76
Total Travel	1,238.75
Total Travel & Ent	1,739.80
Utilities	
Gas and Electric	142.98
Internet Service	270.90
Water	310.51
Total Utilities	724.39
Total Expense	34,922.42
Net Ordinary Income	47,225.62
Net Income	47,225.62

**EXHIBIT "D"**  
**BIOGRAPHY INFORMATION**

## Angie M. Watson

3043 Concho Dr  
Pensacola FL 32507  
813-915-6201

**OBJECTIVE:** To obtain a position in Telecommunications industry that fully utilizes my skills and abilities, is intellectually challenging, and offers the opportunity for continuous professional growth.

### EDUCATION

1994-1995 Brevard Community College  
1995-1997 Kennesaw State University  
1998-1999 Florida Atlantic University

### EXPERIENCE

2006 -- Present Swiftel, LLC

President / Manager

Responsibilities include: organization of new company, acquisition of capital, and business planning. Duties include shaping company structure to capitalize on current markets and promote expansion as outlined in current business plans; manage and oversee accounting, marketing, and sales departments to ensure efficient and effective use of resources; hold weekly meetings with department heads to strategize and develop new and effective means of gaining market share and increase profitability. Manage 25 CSR call center and continual growth in markets across the United states with multiple carriers. Develop consistent up to date connectivity, provisioning, and inner office phone system technology to Conform to our growing demands. Managing financials in every aspect of our company. Working with USAC and Individual PSC to obtain ETC designation in each state we offer service in to benefit the consumers that qualify.

2004-2007 Century 21 Spectrum

Realtor

Obtained a License in the state of Florida as an associate. Worked to obtain sales and listings of residential homes in Central Florida. Recognized as a member in Good Standing in Melbourne Association of realtors and Pensacola Association as well as National Association of Realtors. I have completed several continuing education courses, seminars and ethics classes over this time.

2002-Present Totty Construction, Inc.

Contracts Manager

Responsible for the management and administration of all Subcontractor contracts, payment, billing, AIA documents, lien waivers, insurance certificates/verification and all aspects of commercial construction account management. Worked in partnership with Project Managers during construction and bid process. Also responsible for company overhead and administration of front office.

2000-2002 Doug Hambel's Plumbing Inc.

Bookkeeper

Responsibilities included accounts payable, accounts receivable, payroll, new

construction and service billing. Overseeing all administrative aspects of inner office for the company.

**REFERENCES**      Available Upon Request

LENNY SOLT  
3313 Russett Place  
Land O' Lakes, FL 34639  
(813) 949-3468 (813) 388-3157

### **PROFILE**

I am a highly effective Sales / Sales Manager and Entrepreneur minded individual with solid leadership and performance skills. I have been successful in the sales/marketing of products through distributor partnerships, trade shows and direct selling. I have developed systems and procedures to track all aspects of purchasing, scheduling, payroll, and profitability within a small business. I have a proven track record of significantly increasing sales and profits by developing territories as well as training and motivating sales teams. I am an expert at encouraging and maintaining a team-oriented environment to ensure overall sales production.

### **OBJECTIVE**

Looking for a company with the desire and vision to grow and allow creativity. I am an accomplished salesperson with excellent sales management skills and a clear understanding of the entire sales process. I bring customer service skills, entrepreneurial creativity and the ability to ask for the order. I am coach-able and have a strong desire for success.

### **QUALIFICATIONS/ACCOMPLISHMENTS:**

#### **LEADERSHIP**

- Directed the national sales efforts that contribute to increasing sales volume 66% within two years.
- Strong leadership and management of an existing territory led to 250% increase in sales from previous year.
- Established sales and marketing procedures that significantly impacted product/company visibility and profitability as well as controlled costs.

#### **SALES/MARKETING**

- Expand product visibility and sales through distributor partnerships.
- Coordinated efforts with divisional and regional managers in the structuring of the West Coast sales organization. Generated substantial sales increase and developed top sales producers.
- Led sales team in penetrating new territories and increasing product sales throughout the Mid-Atlantic by 200%.

#### **TRAINING AND DEVELOPMENT**

- Designed and conducted business development and sales training seminars to maximize sales representatives' professional growth and sales/marketing effectiveness.
- Responsible for recruiting, training/developing and motivating five sales representatives who achieved "Rookie of the Year" status as well as sales representative who established a new record for "National Rookie of the Year."
- Contributed to the training, development and grooming of sales representative promoted to key management positions and achieved "Million Dollar Manager" and "Division Director of the Year."



## **PROFESSIONAL EXPERIENCE**

Responsibilities include: organization of new company, acquisition of capital, and business planning. Duties include shaping company structure to capitalize on current markets and promote expansion as outlined in current business plans; manage and oversee accounting, marketing, and sales departments to ensure efficient and effective use of resources; hold weekly meetings with department heads to strategize and develop new and effective means of gaining market share and increase profitability. Manage 25 CSR call center and continual growth in markets across the United States with multiple carriers. Develop consistent up to date connectivity, provisioning, and inner office phone system technology to Conform to our growing demands. Managing financials in every aspect of our company. Working with USAC and Individual PSC to obtain ETC designation in each state we offer service in to benefit the consumers that qualify.

### ***Image Painting of Florida, INC., Tampa, Florida*** 2004 - Present

#### **Principle / Operator**

Coordinated and managed company's commercial and residential painting projects. This included relationship building, sales/marketing, customer service, human resources and administrative activities. Created and developed relationships with a retail/service operation and national home builders that resulted in annual sales in excess of \$1,000,000 within the first 12 months of business with projected growth of 20% per year.

### ***HEALTH CRAFT, INC., Tampa, Florida*** 1991 - Present

National Sales Director  
Regional Sales Manager  
Division Director  
Field Trainer  
Sales Representative

Manage the planning and implementation of a multi-million dollar annual operating budget —this included expenses involving sales recruitment, promotions and advertisement. Introduce and maximize product visibility and sales through territory development/expansion, distributor partnerships and industry trade shows. Participated in the planning and development of marketing strategies and procedures implemented nationally by company as member of Sales Advisory Board. Manage the recruiting, training and developing of sales teams (managers included) with focus on maximum sales performance. "Million Dollar Manager," second in company's history to achieve status. Excellent record of fast track growth based on significant sales and training contributions.

### ***L. I. S. SERVICES, Annapolis, Maryland*** 1987 - 1991

#### **Owner / Operator**

Coordinated and managed company's construction and renovation projects. This included relationship building, sales/marketing, customer service, human resources and administrative

activities. Created a partnership with a retail/service operation that resulted in annual sales increasing 100% within two years.

#### **EDUCATION**

ANNE ARUNDEL COMMUNITY COLLEGE  
UNIVERSITY OF PHOENIX  
Concentration: Business

#### **CONTINUING EDUCATION**

Peter Lowe, Sales and Personal Development  
Tom Hopkins, Sales and Relationship Building  
Management and Sales Motivation (two months training)

#### **COMPUTER SKILLS**

IBM/Compatible, Microsoft Access, Word, Excel, PowerPoint

#### **AWARDS**

Multi/Million Dollar Manager (Led team to exceed \$1 million annually in sales)  
2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993

President's Club - Personal Sales Only (Achieved/exceeded sales quota)  
2002, 2001, 2000, 1998, 1997, 1996, 1995, 1994, 1993, 1992, 1991

President's Cup - Personal Sales Only (Achieved percentage of quota, set company record) 2001,  
2000, 1999, 1998, 1997, 1996, 1995, 1994, 1993, 1992

Field Trainer of the Year - 1993, 1992

Recruiter of the Year - 1992

Rookie Salesman of the Year - 1991

**\*\* References available upon request**

**EXHIBIT "E"**  
**LOCAL EXCHANGE PRICE LIST**

**SWIFTEL, LLC  
811 West Garden Street  
Pensacola, Florida 32501**

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**Original Page 1  
South Carolina Tariff Number 1**

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY  
SWIFTEL, LLC  
WITHIN THE STATE OF SOUTH CAROLINA**

---

**Issued:  
Issued by:**

**Angie M. Watson, President  
Swiftel, LLC  
811 West Garden Street  
Pensacola, Florida 32501**

**Effective:**

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
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20	Original	45	Original						
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22	Original	47	Original						
23	Original	48	Original						
24	Original	49	Original						
25	Original	50	Original						

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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SWIFTEL, LLC  
811 West Garden Street  
Pensacola, Florida 32501

Original Page 5  
South Carolina Tariff Number 1

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Swiftel, LLC, to customers within the State of South Carolina.

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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

**Access Line** - An arrangement which connects the Customer's location to a switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - South Carolina Public Service Commission.

**Company or Carrier** - Swiftel, LLC, unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

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**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Telephone Company** - Used throughout this tariff to mean Swiftel, LLC, unless clearly indicated otherwise by the text.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of South Carolina, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (cont'd.)**

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

**(D) (cont'd)**

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the South Carolina Public Service Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the South Carolina Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.5 Customer Deposits and Advance Payments (Cont'd.)**

**2.5.2 Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with South Carolina Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the rate per annum in accordance with South Carolina Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the South Carolina gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the South Carolina Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in South Carolina, or both, and are charged to a subscriber's telephone number or account in South Carolina.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.2 Billing and Collection of Charges (Cont'd.)**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Public Service Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Office of Regulatory Staff  
State of South Carolina  
Consumer Services Division  
1441 Main Street, Suite 300  
Columbia, SC 29201  
Local -- (803) 737-5230  
Toll Free Number -- (800) 922-1531  
Fax Number -- (803) 737-4750

- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.3 Discontinuance of Service for Cause**

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

**2.6.5 Cancellation of Application for Service**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.6 Changes in Services Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6.7 Bad Check Charge**

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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Swiftel, LLC  
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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.1 General (Continued)**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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Swiftel, LLC  
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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.2 Limitations of Allowances**

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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Swiftel, LLC  
811 West Garden Street  
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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.4 Application of Credits for Interruptions in Service**

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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Swiftel, LLC  
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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.4 Application of Credits for Interruptions in Service, (Continued)**

**(D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

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**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

**2.10 Notices and Communications**

**2.10.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.10.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.10.4** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.10.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 3.0 – SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) AT&T

**3.2 Rate Classes**

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the South Carolina Public Service Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in AT&T's South Carolina Local Exchange Service Tariff.

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**SECTION 4.0 – LOCAL EXCHANGE SERVICE**

**4.1 Local Exchange Service**

The Company's local telephone service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the underlying carrier);
- access operator services (as specified in Section 3.3);
- place call to toll free 8XX telephone numbers.

The Company's service cannot be used to access interexchange carriers for interLATA, intraLATA, interstate, or international calling or access caller-paid information services (e.g., 900,976). All 1+, 0+, 0-, and other numbers used for caller-paid services will be blocked by the Company through the underlying carrier's switch.

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**SECTION 4.0 – LOCAL EXCHANGE SERVICE (CONTINUED)**

**4.1 Local Exchange Service (Continued)**

**4.1.1 Service Area (Continued)**

Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the underlying carrier in the Customer's exchange area.

**4.1.2 Local Line**

- A. Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
- B. Optional Features: A Local Line may order the following optional features, at the rate specified in Section 3.1.3

Custom Calling Package  
Call Waiting  
Call Forwarding  
Three Way Calling  
Calling Number ID  
Non-Published Number

**4.1.3 Local Line Rates and Charges**

A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges. Local Line charges will vary based on the underlying carrier providing facilities to the Company in the Customer's exchange.

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**SECTION 4.0 – LOCAL EXCHANGE SERVICE (CONTINUED)**

**4.1 Local Exchange Service (Continued)**

**4.1.3 Local Line Rates and Charges (Continued)**

<u>Non-Recurring Charges</u>		<b>Max Rate</b>
Set-Up Charge (local line)	\$89.99 for lines with features Attached.	\$179.98
(per line)	\$69.99 for line connection without features.	\$139.98
Custom Calling Package	\$17.99	\$35.98
(per line )		
Call Waiting	\$8.00	\$16.00
(per line)		
Call Forwarding	\$8.00	\$16.00
(per line)		
3 Way Calling	\$8.00	\$16.00
(per line)		
Calling Number ID	\$10.00	\$20.00
(per line)		
<u>Recurring Charges - Monthly</u>		
Local Line - Line Charge	\$29.99 with out features	\$59.98
(with \$89.99 setup, per line)		
Local Line - Line Charge	\$36.99 with features	\$73.98
(with \$69.99 setup, per line)		
Custom Calling Package	\$17.99	\$35.98
(per line)		
Call Waiting	\$ 5.00	\$10.00
(per line)		
Call Forwarding	\$ 5.00	\$10.00
(per line)		
3 Way Calling	\$ 5.00	\$10.00
(per line)		
Calling Number ID	\$10.00	\$20.00
(per line)		

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**SECTION 4.0 – LOCAL EXCHANGE SERVICE (CONTINUED)**

**4.2 Directory Assistance**

Customers will not have access to Directory Assistance.

**4.3 Operator Assistance**

Customers will have access to local operator services only within the limitations imposed by the presence of the underlying carrier's toll restriction and billed number screening services.

**4.4 Directory Listings**

The Company shall provide for a single directory listing in the telephone directory published by the underlying carrier in the Customer's exchange area.

4.4.1 In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.

4.4.2 Directory listings are provided in connection with each Customer's service as specified herein:

A. Primary Listing: The listing shall include the first and last name of the Customer. The listing will also include the Customer's address.

B. Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

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**SECTION 4.0 – LOCAL EXCHANGE SERVICE (CONTINUED)**

**4.4 Directory Listings (Continued)**

C. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

Non-published number	\$17.99	Max Rate
(per line no charge if included in Customer's original service order)		\$35.98

D. Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

Non-published number	\$2.99	\$5.98
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**SECTION 4.0 – LOCAL EXCHANGE SERVICE (CONTINUED)**

**4.5 Miscellaneous Fixed Non-Recurring Charges: Max Rate**

Change Telephone Number (per line)	\$25.00	\$50.00
Transfer Account to New Address per line)	\$55.00	\$110.00
Reconnect Previous Customer (per line)	\$89.99	\$179.98
Late Charge (of the balance due)	1.5%	
Service Order Charge (each time changes are made to a telephone number)	\$15.00	\$30.00

**4.6 Miscellaneous Variable Non-Recurring Charges**

For any incidental charges which appear on the Company's billing from the underlying carrier (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer.

**4.7 Emergency Services (Enhanced 911)**

Allows Customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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**SECTION 5.0 – LIFELINE AND LINK-UP PROGRAM**

**5.1 Lifeline and Link-Up Program**

5.1.1 Low-Income Programs consist of two programs, Lifeline and Link Up. The Company participates in both of these assistance programs to increase the availability of telecommunications services to all consumers in its service areas. Basic terms and conditions are in compliance with the FCC's order on Universal Service in FCC 97-157, which adopts the Federal-State Joint Board's recommendations in CC Docket 96-45, which complies with the Telecommunications Act of 1934 (as amended). Specific terms and conditions are as prescribed by the South Carolina Public Service Commission and are as set forth in this tariff.

5.1.2 Lifeline is supported by the federal universal support mechanism.

**5.2 Definitions**

5.2.1 The following terms shall be defined as follows:

- A. Qualifying low-income subscriber – a subscriber who meet the low-income eligibility criteria established by the South Carolina Public Service Commission.
- B. Toll blocking – a service that does not allow the completion of outgoing direct-dialed toll calls.

**5.3 Lifeline**

5.3.1 General

- A. Lifeline reduces an eligible customer's monthly Federal Subscriber Line Charge and the rates for local service. An eligible customer receives credit for the Federal Subscriber Line Charge as well as a credit towards their residential local exchange access line rate.

5.3.2 Regulations

- A. Lifeline is available to all residential customers who meet and provide proof of the eligibility criteria as a participant in one of the following programs:
  - Temporary Assistance to Needy Families (TANF), previously know as AFDC
  - Supplemental Security Income (SSI)
  - Food Stamps
  - Medicaid
- B. Additionally, a customer with total gross annual income that does not exceed 125% of the federal poverty income guidelines may apply directly to the South Carolina Public Service Commission for Lifeline eligibility certification.
- C. Participants in Lifeline will not be subject to disconnection of their local service for nonpayment of toll charges.

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**SECTION 5.0 – LIFELINE AND LINK-UP PROGRAM (CONTINUED)**

5.3.5 Credits

A. The following credits will apply for each customer eligible for Lifeline.

(1) Federal Subscriber Line Charge Credit	\$6.50
(2) Tier 2 Federal Credit	\$1.75
(3) Tier 3 State Credit	\$3.50
(4) Tier 3 Federal Matching Credit	\$1.75
(5) Tier 4 Credit (Tribal Lands)	\$0.00

**5.4 Link-Up (Lifeline Connection Assistance)**

5.4.1 General

A. Link-Up is a connection assistance program for qualifying low-income consumers that consist of a reduction in the customary charges for connecting telecommunications services and a deferred schedule for payment of charges assessed for connecting service.

5.4.2 Regulations

- A. The same eligibility requirements, as outlined in 3.4.10.2, A and B proceeding, will apply for Link-Up.
- B. This credit is only available on the installation of a single residential access line at the principle residence of the eligible customer.
- C. To receive the credit, proof of eligibility must be provided prior to the installation of service.

5.4.3 Rates

A. The applicable discount is half of the service connection charge, or \$30.00, whichever is less.

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